

# REQUEST FOR QUALIFICATIONS



***Architectural and Engineering  
Professional Services for  
Los Angeles State Historic Park  
Conceptual Design***

***Los Angeles, California***

March 2006

State of California

California State Parks

Acquisition and Development Division

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### **ATTACHMENTS**

- A. State Standard Agreement, STD 213 with attached Exhibits (Sample)
- B. DVBE Participation Requirements (DPR 855) –SAMPLE
- C. DVBE Compliance Certification and Documentation (DPR 856) – SAMPLE

# **SECTION 1 - GENERAL INFORMATION**

## **1.1 INTRODUCTION**

This Request for Qualifications (RFQ) is intended to enable California State Parks (Department of Parks and Recreation or DPR) to select a design team to prepare and present an innovative Conceptual Park Design for the Los Angeles State Historic Park (LASHP) located in the City of Los Angeles, California. Unlike most requests for qualifications, this one will use a two-step process: first, statement of qualifications (SOQ) will be evaluated and be used to identify three short-list teams; and then second, a design competition will be held to serve as a basis for selecting the most qualified design team. The three short-list teams will receive a stipend from the California State Parks Foundation for participation in the design competition.

LASHP is part of a larger regional vision coordinated by the City of Los Angeles and other public partners to revitalize the Los Angeles River corridor into a 51-mile greenway. LASHP is a cornerstone in the Los Angeles River revitalization plan and presents a 'once-in-a-century opportunity' to develop connections and linkages that transform this historic site and former brown field into a multidimensional public space for future visitors.

The project site consists of approximately 32 unimproved acres located within a half mile from El Pueblo de Los Angeles Historical Monument and Los Angeles City Hall on what has been documented as one of the most historic and archeological sites in the region. At its northern end, the site is about 150 feet from the Los Angeles River. It sits at the intersection of Chinatown and the rail yards and represents a central point in the settlement history of the City of Los Angeles.

California State Parks views this project as an opportunity to create a new model for a State Park in an urban area and seeks an innovative design that will yield fresh and creative concepts. The Conceptual Park Design should promote meaningful visitor experiences that not only educate but encourage active participation in Los Angeles' diverse cultural history. Integration of the site's historical stories, associations and resources into facilities and spaces for public programs, civic dialogue, recreation, and personal rejuvenation should be evident in the design. The park should both intrigue and inspire visitors through a fusion of urban design, art, architecture, and landscape.

California State Parks is looking for a talented multidisciplined team that can capture the major historical and archeological significance of the site and create a signature park through an integration of community involvement, landscape architecture, urban planning, architecture, engineering, sustainable design, archeological preservation, interpretation, resource restoration, public art, and economic feasibility. The design team should be well versed in landscape architecture and urban park planning and design, have an understanding of California State Parks system, and develop an

understanding of the rich history of the site within the context of the Los Angeles region. The understanding of pedestrian circulation and connecting the site to the surrounding neighborhood may entail the understanding of bridge engineering/design while creating a potential iconic element for the park. Creativity in the approach to site design, sustainability, and facility layout including location, mass and scale of all park components and their systems and materials is essential. It is envisioned that this park design will become a precedent-setting unit in California State Parks' 21<sup>st</sup> century urban park strategy.

## **1.2 VALUE OF CONTRACT**

The value of the concept design contract is anticipated to be \$450,000 - 550,000.





**A. Chinatown Neighborhood**



**B. Elysian Park**



**C. Solano Canyon Neighborhood**



**D. El Pueblo and Downtown Los Angeles**



The park will establish important links to the cultural, historical, recreational and environmental resources of the community, including the Los Angeles River and Greenway, surrounding neighborhoods and parks, and to El Pueblo and downtown Los Angeles.



**E. Taylor Yard (CA State Parks)**



**F. L. A. River and Greenway**



**G. Lincoln Heights Neighborhood**



**H. Wm. Mead Housing**



# Los Angeles State Historic Park



## **SECTION 2 - PROJECT SCOPE OF WORK**

### **2.1 PROJECT DESCRIPTION**

#### **A. Background**

The historic park is near the edge of downtown Los Angeles about one half mile from El Pueblo de Los Angeles Historical Monument and about one mile from Los Angeles City Hall. The property includes approximately 32-acres bounded by the Metro Gold Rail Line, Chinatown Transit Center, historic Broadway Bridge, and a 35-foot City of Los Angeles easement along Spring Street. One end of the site lies 100 feet from the Los Angeles River, within the Los Angeles River Revitalization Master Plan corridor. There are several historic buildings under private ownership adjacent to or close to the property. A dramatic view towards the downtown Los Angeles skyline anchors the site.

A number of characteristics make this site historically significant. The entire property is recorded and listed as an archeological site and is dedicated as Cultural Monument #82, the historic Southern Pacific River Station rail yard. Its use and development is associated with many of the larger historical trends and events of the greater Los Angeles cultural story. More recently the site was the focus of an environmental justice story, the battle of the Chinatown Alliance against the development of warehouses and manufacturing in favor of parkland for local communities. The success of the Chinatown Alliance was instrumental in the movement to transform the Los Angeles River into a 51-mile greenway.

The site is also surrounded by some of the few remaining historic ethnic enclaves left intact in Los Angeles. The ethnically diverse neighborhoods of Lincoln Heights, Elysian Park, Solano Canyon, Chinatown, Chavez Ravine and William Mead Homes are communities that are rich in cultural history. Approximately 993,000 people live within a five-mile radius of the site, including 282,900 children with a diverse mix of 68% Latino, 14% Asian, 11% non Hispanic whites and 4% African-American.

The City of Los Angeles is currently in the process of completing a Los Angeles River Revitalization Master Plan, which envisions a 51-mile greenway with parks, trails, recreation, nature, waterfront development, public transit, historical/cultural preservation, arts and educational programs from the San Gabriel Mountains to the Pacific Ocean.

On September 28, 2001, the California Legislature passed a bill authorizing California State Parks to acquire, assess, clean-up, plan, design, build and maintain the 32-acre parcel called at that time, the Cornfield site. Over the following years, California State Parks and a legislatively mandated Advisory Committee conducted various public outreach programs seeking recommendations for the overall purpose and vision for interim and permanent land use and facilities at the park site.

In 2003, the results of the Advisory Committee's efforts and California State Parks' neighborhood involvement and outreach programs were articulated in the report titled 'A Unified Vision for Cornfield State Park' (see Section 4.2). This document and the General Plan approved in June 2005 (see Section 4.2) are two essential guiding documents for the development of the concept plan for this park site.

Upon approval of the General Plan by the California State Parks and Recreation Commission, the park name 'Los Angeles State Historic Park' was adopted for the site, reflecting its purpose in understanding and celebrating the region's cultural history.

## **B. Department Mission**

"To provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources and creating opportunities for high-quality outdoor recreation."

## **C. State Parks Design Philosophy**

"Design of parks and their associated facilities should embody the same vigor and spirit that the Department applies to its Mission while evoking forward thinking design theories and producing meaningful places and spaces worthy of preservation by future generations."

- The design should be sensitive to the contextual nature of the site, including the region's cultural and physical environment in which the project is located. The design should recognize and respect the past but not necessarily mimic a style or era.
- The design should evolve from a collaborative and visual process that is led by a design professional, and involves the users, California State Parks, and other stakeholders.
- Design dialogues should extend throughout the Department and beyond, to ensure that the meaningful places and spaces are designed and maintained, in keeping with the richness and grandeur of the California State Park system.
- Sustainable design, universal accessibility, and new technology and materials should be embraced while the project's economics and practicality in terms of construction, operation and

maintenance, remain grounded. All should be achieved through sound but innovative design decisions.

#### **D. Declaration of Purpose and Vision Statement**

The Declaration of Purpose and Vision Statement as defined in the recently approved Los Angeles State Historic Park General Plan reads as follows:

##### **Declaration of Purpose**

“The purpose of Los Angeles State Historic Park is to provide the public with a place to learn about and to celebrate the ethnically diverse history and cultural heritage of Los Angeles, with an emphasis on its evolution to an economic and industrial metropolis of the 21<sup>st</sup> Century with extraordinary influence throughout the world. The Park will contribute to the emerging Los Angeles River Greenway stretching from the San Gabriel Mountains to the Pacific Ocean. The Park will bring a wide range of visitors together to examine and experience the complete story of Los Angeles. It will be a sanctuary from the dense, urban environment that surrounds it. The Park will connect abstract historical and social patterns to the personal experience of Angelinos and visitors from throughout the state, the nation and the world.”

##### **Vision Statement**

“Visitors to Los Angeles State Historic Park will enjoy a rejuvenating respite from the urban landscape in an open space environment. Visitors will experience the environment through interpretive media and landscape features that recall the historical events of the region. Educational programs and activities will appeal to the interests of many visitors, from the local to the global community, will be varied in media and scope, and will emphasize the City of Los Angeles’ cultural, historic, and commercial heritage.”

#### **E. Project Goals**

Current funding allows for the development of a site and facility concept design. The concept design, operations proposal, and projected development and operations cost projections will be used to seek funding for the design, construction, and operation of the project.

The park concept design should embrace the following goals and concepts:

- Hub  
The park shall be a gathering place where all social, economic and cultural strata can meet and interact. This ‘hub’ shall allow visitors to be introduced to the many other nearby historical and cultural



institutions, attractions, and communities that preserve, study, and celebrate Los Angeles' cultural heritage. It shall also help introduce California State Parks and allow visitors to become aware of many of the other 280 state parks in California.

- **Flow of History**  
The park should reflect the struggles, histories, and cultures of the rich and diverse communities that have surrounded the site over time. The social and cultural history of prehistoric inhabitants and early Spanish Colonial explorers and settlers, the importance of water and the Los Angeles River, the site's significance as Los Angeles' first transcontinental railroad station and yard and its subsequent contribution to the region's industrial rise, local community struggles, recent urban decline, and the environmental justice story that led to the park's establishment, all need to be told.
- **Interpretive/Educational Opportunities**  
The park should provide a landscape where interpretive/educational facilities and spaces are integrated into the design so that the educational goals and messages of the park can be delivered through traditional and non-traditional presentation methods. Educational and interpretive messages should be directly and indirectly evident in aspects of the park's design features, facilities, and landscape. The design should draw park visitors into spaces and places that provide opportunities for varied educational/interpretive experiences and programming for individual visitors as well as larger groups and public gatherings.
- **Historic Preservation**  
The park design should not only consider and provide the mandated protection and preservation of significant archaeological, historical, and associated cultural resources of the property, but should strive to find a way to integrate them into the park visitor experience.
- **Linkages**  
The park requires linkages with downtown Los Angeles and El Pueblo to the south and to Elysian Park, the Los Angeles River, Taylor Yard, Confluence Park and Griffith Park to the north. Also linkages to the west to Chinatown and Solano Canyon are essential, especially for pedestrian and other non-motorized travelers. Strong adjacencies to the redeveloping district abutting the park need to be reflected in the plan and coordinated into the unusually wide and unimproved right-of-way along the frontage street. The plan should identify how all these connections can be successfully made.
- **Recreation**

The park should serve as an open space and recreational area fulfilling multi-level needs based upon the park's purpose to serve visitors from surrounding neighborhoods as well as those visiting from around the globe. As stated in the park general plan, informal recreation is considered to be compatible with the purpose of the park but formal (organized) activities, such as sports programs, would not be compatible.

- **Renewal**  
The park should serve as an iconic symbol of the renewal of an urban area, in celebration of the richness of the past and the enormous possibilities of the future.

## **2.2 COMMUNITY PARTICIPATION**

To continue the community-based planning process that began in 2001, the selected firm will be required to facilitate additional community participation during development of the park concept design.

## **2.3 DELIVERABLES**

The following deliverables will be required in the final contract to be awarded:

- An illustrative site development plan for the 32-acre park site.
- A report that describes the program elements of the plan including an assessment of projected park users and activities, on and offsite requirements for providing connectivity of the park to surrounding key areas, an assessment of economic feasibility, as required, a phasing plan for park development, and construction cost estimates for each phase of construction.
- An operations and governance plan with recommendations and cost projections for the best methods for managing the park.

Preliminary plans, construction documents, and the construction phase are not part of this contract.

## **SECTION 3 – SELECTION OF CONSULTANT**

### **3.1 SELECTION PROCESS**

In order to maximize the opportunity for identifying the most qualified firm for this project, a design competition is part of this RFQ process. A selection advisory committee will use the criteria noted in Section 3.2 A. to evaluate submittals and recommend to the Director of California State Parks for her selection three short-list design teams. Upon selection by the Director of California State Parks of three short-list teams, the three selected short-list teams will enter into an Agreement with the California State Parks Foundation to each receive a stipend of \$25,000 from the California State Parks Foundation to develop a site specific design concept for development and management of LASHP. Project background materials and a statement of project objectives will be provided to each of the three selected short-list teams. As part of the Agreement with California State Parks Foundation, the three selected short-list teams shall participate in one public meeting/charrette for dialogue with community representatives to receive input regarding the design concept of the park. The site specific design concepts are due within 45 calendar days from the public meeting/charrette, following which the three selected short-list teams shall present the site specific design concepts in a public forum for comment. This presentation will be used as part of the selection process for the Agreement with Department of Parks and Recreation. Deliverables shall include a PowerPoint presentation of the concept design, 22" x 34" illustration boards of the concept design, and an estimate of probable cost for implementation of the concept design.

The selection advisory committee will then rank the three selected short-list teams in order of preference using the criteria noted in Section 3.2 B and present this information to the Director of California State Parks for the Director's determination, pursuant to Government Code Section 4525 et seq. and Title 14, California Code of Regulations, Section 4725 et seq., of the most qualified consultant team. The best qualified firm will be notified and the Director of California State Parks will attempt to negotiate a satisfactory contract and reasonable fee for the final concept design and related deliverables. In the event a satisfactory Agreement cannot be negotiated with the best qualified firm, the negotiations shall be terminated with the firm and the negotiations continued with the remaining qualified firms in order of their ranking.

Because the value of the proposed contract with California State Parks exceeds \$10,000, the successful firm will be required to meet the statewide participation goal of not less than 3% for disabled veteran business enterprises (DVBE), or demonstrate that a good faith effort was made to meet the goal. Compliance forms for this purpose will be provided. If DPR determines that DVBE participation for the respective contract is not feasible or cannot reasonably be expected, DPR may waive this requirement.

## 3.2 SELECTION CRITERIA

### A. Selecting Three Short-list Teams

To select three short-list teams, the selection advisory committee will evaluate RFQ submittals based upon the following criteria:

50%	Design philosophy and approach (written and graphically illustrated), principal designers' portfolio and profile, and qualifications of the extended consultant team
25%	Professional experience and qualifications performing projects similar in nature and the quality and relevance of work
20%	Reliability, continuity, and location of firm to the project site, staffing capability, education and experience of key personnel to be assigned to this project, knowledge of applicable regulations and technology associated with the services required, specialized experience in the services to be performed,
5%	References

### B. Final Selection

The selection advisory committee will evaluate the concepts presented by the three short-listed teams based on the following criteria:

20%	Innovation and originality of the design concept and its relationship to the cultural history of Los Angeles, the cultural resources of the site, and park general plan goals.
20%	Responsiveness to stakeholder desires, consistent with the general plan.
20%	The design's economics and practicality in terms of construction, operation and maintenance as achieved through sound but innovative design decisions.
20%	The design's success at meeting the project goals as listed within the RFQ: <ul style="list-style-type: none"><li>- Hub</li><li>- Flow of History</li><li>- Interpretive/Education</li><li>- Historic Preservation</li><li>- Linkages</li><li>- Recreation</li><li>- Renewal</li></ul>
10%	Sensitivity of the design to the ecological and cultural character of the region, especially as it relates to the Los Angeles River and regional greenway and open space objectives.

- 5%        The potential of the concept plan to provide multi-experiential educational spaces and facilities with opportunities for promoting civic dialogue through park programming and content that foster understanding and appreciation of Los Angeles' diverse cultures and heritages.
- 5%        The degree to which the proposal promotes sustainable design, universal accessibility, and use of new technology and materials.

The selection advisory committee shall rank the three selected short-list teams in order of preference using the criteria noted in Section 3.2 B and present this recommendation to the Director of California State Parks for the Director's determination of the most qualified submittal.

## **SECTION 4 - SUBMITTAL REQUIREMENTS**

### **4.1 MINIMUM REQUIREMENTS**

Submit twelve (12) complete sets of:

1. Letter of Interest outlining qualifications and describing the team's design philosophy and approach to gathering community input. Maximum three pages.
2. Team organization chart with accompanying statement of the roles, philosophies, and processes of key individuals and subconsultants as they would participate on this project.
3. Graphic supplemental information that illustrates or represents the team's design expertise and approach as described in the Letter of Interest. Provide a minimum of three project examples similar in scope and scale.
4. Federal Form SF330, Architect-Engineer qualifications for the Prime/Lead Consultant. Information for completing the SF330 may be downloaded from:  
  
<http://www.gsa.gov/Portal/gsa/ep/formslibrary>
5. Schedule of rates for the Prime/Lead consultant and all team members. The schedule shall consist of a list of rates of project staff by title with hourly rates. This is not a fee proposal.

### **4.2 ISSUING OFFICE/NET-BASED RESOURCES**

This RFQ is issued by California State Parks. Qualified firms may obtain a copy of this RFQ by downloading it from the California State Contracts Register at: <https://www.cscr.dgs.ca.gov/cscr>. Any and all questions regarding the RFQ must be faxed to (916) 445-9027, subject: "RFQ-Los Angeles State Historic Park Conceptual Design".

Additional resource materials including "A Unified Vision for Cornfield State Park" and the General Plan for Los Angeles State Historic Park may be downloaded from the California State Parks website [www.parks.ca.gov](http://www.parks.ca.gov).

The State encourages Small Business Enterprises to apply. If you believe your company or your sub consultant qualifies as a small business firm, you may log onto



<http://www.pd.dgs.ca.gov/smbus> for more information. Please note that no preference in the qualifications category can be given to Small Business firms under the contracting law set up for Architectural and Engineering contracts.

### **4.3 RESPONSE DEADLINE**

Submittals must be plainly marked on the outside of the envelope:

**Request for Qualifications  
Architectural and Engineering Professional Services  
LOS ANGELES STATE HISTORIC PARK  
Conceptual Design**

Sealed submittals will be accepted at:

**California State Parks  
Acquisition and Development  
One Capitol Mall, Suite 500  
Sacramento, California 95814**

**(to ship via overnight services, use Suite 410)**

**Submittals will be accepted no later than: 5 p.m. on April 17, 2006**

**PLEASE NOTE:** California State Parks will not accept facsimile (FAX) responses. Submittals must be **received** by time indicated above. **Postmarks will not be acceptable.**

### **4.4 WITHDRAWAL OF QUALIFICATION SUBMITTALS**

A qualification submittal may be withdrawn at any time prior to the time set for receipt of submittals, provided that a written request for withdrawal prepared by the submitter or a duly authorized representative is filed with the Department. The withdrawal of a submittal package shall not prejudice the right to resubmit prior to the time set forth herein above.

#### **4.5 REJECTION OF SUBMITTAL**

The Department reserves the right to reject any or all submittals received in response to this RFQ or to cancel this RFQ or to terminate the selection proceedings at any time, if it determines such action is in the best interests of the Department.

#### **4.6 PROJECTED TIMETABLE**

It is anticipated that the three selected short-listed teams will be presenting concept designs in summer of 2006 with the final concept design completed by the selected firm in summer of 2007.

#### **4.7 CONTRACT**

The successful Contractor shall be required to execute a contract in the form of a STD 213, Standard Agreement (Attachment A to this RFQ) which shall include the contract terms and conditions of this RFQ. Contractor shall execute the required number of copies of the contract documents and return them within seven (7) calendar days, after the Contractor has received written notice of the successfully negotiated contract. All design products and associated material submitted by the design teams will become the exclusive property of California State Parks.

#### **4.8 INSURANCE REQUIREMENTS**

The Contractor providing services for a contract that was successfully negotiated shall be required to furnish DPR evidence of insurance according to requirements included in Attachment A: STD 213, Exhibit D.

## **SECTION 5 – INTELLECTUAL PROPERTY**

### **5.1 NOTICE**

Any and all works developed during and/or pursuant to this RFQ, including, but not limited to, any site specific concept studies, concept plans, designs, and submittals, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to the State upon creation, and shall continue in the State's exclusive ownership upon termination of the RFQ process.

In submitting to the State any and all works developed pursuant to this RFQ, each and all of the selected three short list design teams agree to assign the State all right, title, and interest in and to such materials as well as all related copyrights and other proprietary rights therein. Furthermore, each and all of the selected three short list design teams agree to cooperate with the State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including, but not limited to, an assignment of copyright.

In submitting to the State any and all works developed pursuant to this RFQ, each and all of the selected three short term list design teams agree to not incorporate into or make the works developed dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

**ATTACHMENT A**

**STATE STANDARD AGREEMENT**  
**(STD 213)**

**WITH CORRESPONDING EXHIBITS**

**(SAMPLE)**

**NOTE: The following eight (8) pages represent a sample of the contract that will be awarded, if any, from this RFQ. Please review it carefully and present any questions in writing to the contact identified for this RFQ.**

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)(CA ST PKS, EXCEL 10/20/2004)

AGREEMENT NUMBER

REGISTRATION NUMBER

## 1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

## 2. The term of this Agreement is:

through

## 3. The maximum amount of this Agreement is:

\$

## 4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work

page(s)

Exhibit A, Attachment I, Detailed Description of Work

page(s)

Exhibit B - Budget Detail and Payment Provisions

page(s)

Exhibit B, Attachment I, Detailed Breakdown of Applicable Cost

page(s)

Exhibit C\* - General Terms and Conditions

GTC 1005

Check mark one item below as Exhibit D:

☐  
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E - Additional Provisions

pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.****CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General  
Services Use Only**

☐ Exempt per:

Contractor's Name:

Agreement Number:

Page: 1 of 1

**EXHIBIT A — A & E SERVICES  
(Standard Agreement)**

**SCOPE OF WORK**

1. Pursuant to Government Code Sections 4525-4529 and California Code of Regulations, Title 14, Sections 4725-4736, the State does hereby engage Contractor to furnish all materials, labor and incidentals to provide \_\_\_\_\_ services for \_\_\_\_\_ in accordance with the Detailed Description of Work marked "Exhibit A, Attachment I attached hereto and incorporated herein.
2. The \_\_\_\_\_ services shall be for the \_\_\_\_\_ State Park.
3. The services shall be conducted during Contractor's normal work hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding State observed holidays.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	
Section/Unit:		Section/Unit:	
Attention:		Attention:	
Address:		Address:	
City/State/Zip Code:		City/State/Zip Code:	
Phone:		Phone:	
Fax:		Fax:	

There shall be no change in the Contractor's Project Manager or members of the project team, without written approval by the State.



Contractor's Name:

Agreement Number:

Page: 1 of 1

## **EXHIBIT B — A & E SERVICES (Standard Agreement)**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the payment terms indicated in Paragraph C, below.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:
- C. Absent a written and signed amendment, the total amount payable under this Agreement shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_), including all applicable taxes and other expenses.

The consideration to be paid Contractor shall be in accordance with detailed breakdown of applicable costs marked Exhibit B, Attachment 1, attached hereto and incorporated herein, and shall include full compensation for all of Contractor's services and expenses incurred in the performance hereof, including travel, per diem and any other direct or indirect expenses incident to providing the services.

If the term of this agreement is 90 days or longer, progress payments shall be made not more frequently than monthly in arrears upon receipt and approval by the State's Project Manager of itemized invoices in triplicate. Monthly payments will be made based on the percentages of work accomplished for the individual work items described in Exhibit B, Attachment 1. From amount earned for each item there shall be retained from each progress payment an amount equal to ten percent (10%). One hundred percent (100%) of payment shall be made upon acceptance and approval of the item. In the aggregate, progress payments shall not exceed ninety percent (90%) of the total amount of the contract, pending satisfactory completion of the entire agreement. The retained amount will be paid to the Contractor upon acceptance by the State of a successfully completed agreement.

If the term of this agreement is less than 90 days, one final payment will be made at the completion of all items identified in Exhibit B, Attachment 1, and upon receipt and approval by the the State's Project Manager of itemized invoices in triplicate.

#### **2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

#### **3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Contractor's Name:

Agreement Number:

Page: 1 of 5

## EXHIBIT D — A & E Services (Standard Agreement)

### SPECIAL TERMS AND CONDITIONS

#### 1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate of Insurance in compliance with the following requirements:

##### A. Policy

**The Certificate of Insurance shall:** (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

##### B. Coverage *(Additional coverage beyond the following, when required, shall be identified through an attachment to this exhibit.)*

**General Liability Insurance:** Contractor shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

**Motor Vehicle Liability Insurance:** Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

**Worker's Compensation and Employer's Liability Insurance:** Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

**Professional Liability/Errors and Omissions:** Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts. Limits of not less than \$1,000,000 Bodily Injury and Property Damage combined Single Limit per Claim shall be provided.

##### C. Endorsements *(The following endorsements must appear on the Certificate of Insurance.)*

**Cancellation:** That the insurer will not cancel the insured's coverage without 30 days prior written notice to State, except in the case of cancellation for nonpayment of premiums, in which instance insurer shall give State ten (10) days written notice prior to the effective date of the cancellation.

**Additional Insured:** That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned.

**Premiums:** That the State will not be responsible for any premiums or assessment on the policy.

##### D. Contractor's Additional Responsibilities

Contractor is responsible for any deductible or self-insured retention contained within the insurance program.

**EXHIBIT D — A&E SERVICES  
(Standard Agreement)**

Contractor's Name:

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Contractor shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.

Upon State's request, Contractor shall provide copies of its Worker's Compensation and Employer's Liability Insurance.

Concurrent with the execution of this agreement, Contractor shall provide to State evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At State's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all endorsements.

Upon notification by State of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceeding or has proceeding commenced against it, indicating the insurer is insolvent, Contractor shall provide to State evidence of replacement policy at least ten (10) working days prior to the effective date of such cancellation, expiration, or reduction in coverage.

**E. Insurance Companies**

Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "B" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.

All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.

**F. State Remedies**

Should Contractor fail to keep the insurance required to be carried by these provisions in full force and effect at all times, State may in addition to any other remedies State has, terminate this agreement immediately and all payments due or that become due will be withheld until notice is received by State that such insurance has been restored or replaced to full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to State.

**2. Licenses and Permits**

Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If Contractor is located within the State of California, a business license from the city/county in which it is headquartered is necessary; however, if Contractor is a corporation, a copy of the incorporation documents/letter from the Secretary of State's Office can be submitted. If Contractor is located outside the State of California, Contractor shall submit to State a copy of the business license or incorporation papers for the respective state showing that the company is in good standing within that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this agreement, Contractor agrees to provide State with a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

**EXHIBIT D — A&E SERVICES  
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**3. Disputes**

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within fifteen (15) working days of the receipt of the appeal.

**4. Termination for Convenience**

State reserves the right to terminate this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to terminate this agreement only if State should substantially fail to perform its responsibilities as provided herein.

**5. Force Majeure**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

**6. Potential Subcontractors**

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**7. Priority Hiring Considerations for Contracts of \$200,000 or More**

If the resulting agreement will have a total value of \$200,000 or more, Contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting agreement to

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qualified recipients of aid under Welfare and Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

**8. Intellectual Property**

Any works developed during and/or pursuant to this agreement by Contractor, including all related copyrights and other proprietary rights therein, as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein.

Contractor agrees to cooperate with State and to execute any document or documents that may be found to be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of copyright.

Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

**9. Conflict of Interest (FPPC Form 700)**

Contractor hereby acknowledges that it has obtained the Fair Political Practices Commission Form 700, "State of Economic Interests" via [www.fppc.ca.gov](http://www.fppc.ca.gov) and reviewed a copy of the Department's Conflict of Interest Code and, specifically, has reviewed the categories and disclosures required of consultants to the Department.

**10. Indemnification (Paragraph Number 5, of the General Terms and Conditions (GTC 304) is hereby replaced with the following indemnification provision)**

Contractor shall indemnify, protect, defend, and hold State, its affiliates, agents and employees harmless from all liability and loss due to or arising out of or in connection with injury (including death) to any person, including Contractor's employees, agents, consultants and representatives, or damage to any property at any time during or after the performance of the work as a result of the willful misconduct, acts, errors, omissions or negligent acts of Contractor, its consultants, agents, servants or employees. Contractor shall defend all suits or claims alleging such injury or damages and shall pay all charges of attorneys, court costs and all other costs and expenses of defense. The provisions of this Section shall survive Final Acceptance of the Work.

**11. Errors and Omissions**

In the event of the commission of any negligent act, error or omission or the default by Contractor in the performance of any of its duties or obligations under this agreement, Contractor shall, without cost or expense to State, make such corrections or revisions to the documents prepared by Contractor hereunder as may be necessary to rectify such error or omission or the effects of such default, and State shall withhold any premium costs and expenses which State incurs on account of Contractor's failure to perform its services according to the professional standard. Contractor shall promptly reimburse State for such premium costs and expenses which are not withheld by State as provided above. Contractor and State agree that if a dispute arises over whether an act of Contractor constitutes negligence, both will promptly meet and confer with each other regarding the existence or nonexistence or allocation of such negligence. In the event State makes a claim hereunder for

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premium costs and expenses, the parties shall, as soon as possible thereafter, meet and confer, consult and advise in good faith with a view towards reaching agreement with respect to the amounts (if any) of the premium costs and expenses for which Contractor shall be responsible hereunder. As used herein, "premium costs and expenses" shall mean those costs and expenses incurred by State on account of an error or omission or default by Contractor as herein specified which would not have been incurred but for such error or omission or default. Specifically by way of example but not limitation, premium costs and expenses include uncovering, demolition and reworking of work previously completed, overtime work necessary to make corrections to the work and restocking charges levied by material suppliers or subcontractors for return of materials and supplies. As used herein, "error and omission" and "default" by Contractor includes negligent acts, errors and omissions of Contractor which are caused by the negligent act of Contractor, non-conformance of the contract documents with applicable laws, negligent ambiguities, errors or inconsistencies in the contract documents resulting from the negligence of Contractor, or in any work not sufficiently detailed or explained therein, or the negligent failure of Contractor to properly coordinate or conform its documents with those of other persons as specified in this agreement.

**12. Confidentiality of Data:**

Contractor shall not issue any news releases or public relations item of any nature whatsoever regarding work performed under this contract without prior review of the contents thereof by State and receipt of State's written permission.

**13. Death or Incapacity:**

If Contractor transacts business as an individual, and not as a corporation, Contractor's death or incapacity shall automatically terminate this contract as of the date of such event. Neither Contractor nor Contractor's estate shall have any further right to perform hereunder, and State shall pay Contractor or Contractor's estate the compensation payable for any services rendered prior to such termination not heretofore paid reduced by the amount of additional costs incurred by State because of such termination.

**14. Limitation of Service:**

The State does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs which may result from the work performed under this contract.

**15. Notices:**

Any notice may be served effectually upon the State or Contractor by certified mail addressed as set forth on page one of Exhibit A, or such other address as State or Contractor may designate by written notice served upon the other.

**16. Reports and/or Meetings:**

Contractor shall submit progress reports or otherwise contact State's Project Manager on a routine basis during the course of the work. These reports will determine if the project is on schedule and will also officially document any difficulties or special problems encountered in the fulfillment of the contract obligations, so that remedies may be found.

**17. Unlawful Considerations:**

Contractor warrants that the contract was not obtained or secured through rebates, kickbacks or other unlawful considerations either promised or paid to any state employee. Contractor agrees that failure to adhere to this warranty may be cause for contract termination and recovery of damages due State.



## **ATTACHMENT B**

### **ADDITIONAL INSTRUCTIONS TO BIDDERS DVBE PARTICIPATION REQUIREMENT (DPR 855)**

## ADDITIONAL INSTRUCTIONS TO BIDDERS FOR INVITATION FOR BIDS/REQUEST FOR PROPOSALS/SOLE SOURCE

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### DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT

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NOTE: PLEASE READ THESE REQUIREMENTS CAREFULLY. FAILURE TO COMPLY WITH THE DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) REQUIREMENT MAY CAUSE YOUR BID TO BE DEEMED NON-RESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF THE CONTRACT.

State law requires that state contracts have a participation goal of not less than 3 percent for disabled veteran business enterprises (DVBE) based on the total amount of the bid.

#### I. CONTRACT GOALS/GOOD FAITH EFFORT IF BID AMOUNT OVER \$10,000

In addition to other state contracting requirements, to qualify as a responsive bidder, the bidder shall be required to either meet the contract goals or demonstrate that a good faith effort was made to meet the goals.

This requirement shall be deemed to have been met if bidder satisfies either of the following two alternatives:

##### A. Alternative 1 — Contract Goals

Meet or exceed the goals of 3 percent DVBE participation for the proposed contract by one of the following ways:

- (1) Commit to use DVBEs for not less than 3 percent of the dollar amount of the bid; or,
- (2) If the bidder is a DVBE, commit to performing not less than 3 percent of the dollar amount of the bid with its own forces.

**OR**

##### B. Alternative 2 — Good Faith Effort

Bidder shall be deemed to have made a "good faith effort" upon submittal with his/her bid or proposal, of documentary substantiation that all of the following actions were taken [PCC Section 10115.2(b)]:

- (1) Contact the Department of Parks and Recreation to identify potential DVBEs applicable to this contract;
- (2) Contact other state agencies (e.g., [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)), Federal Department of Defense Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov), select "Dynamic Small Business Search" link), and local DVBE organizations (**refer to DVBE Resource Packet at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)**) to identify potential DVBEs for this contract;
- (3) Advertise in at least one trade paper and at least one paper focusing on DVBEs, **no less than 7 calendar days** prior to bid opening date, unless this requirement is specifically exempted by the Department of Parks and Recreation. Typically, advertisements in no less than two separate publications is required; however, a single publication within the geographical area in which the services are to be performed may be acceptable.

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- (4) Send solicitations to potential DVBE subcontractors/suppliers for this contract with sufficient lead time to fully entertain and consider responding bids; and,
  - (5) Consider responding DVBEs for participation in this contract.

The Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) publishes a listing of certified DVBEs, and a DVBE Resource Packet which includes lists of state and federal referral organizations and trade and focus publications to assist bidders in meeting the contract requirements. This information can be obtained by contacting the OSDC at 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, telephone (916) 375-4941, or at [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus).

## **II. DOCUMENTATION REQUIREMENTS**

- A. Bid Amount Over \$10,000: Whether the contract goal for DVBE participation or the good faith effort alternative is chosen, the bidder must complete the form provided by the state titled "DVBE COMPLIANCE CERTIFICATION AND DOCUMENTATION" showing the manner by which DVBE goal attainment is proposed or that a good faith effort was made to meet the goal.
- B. Bidder's efforts to meet the contract goal or make a good faith effort or both must be sincere, and the documentation must be sufficient to reasonably demonstrate that sincerity to the state.
- C. *Final determination of goal attainment or good faith effort by the bidder shall be at the state's sole discretion.*

## **III. COUNTING DVBE PARTICIPATION TOWARD MEETING GOALS**

- A. DVBE Certification: To be counted toward meeting the DVBE participation goal, DVBEs must be certified by OSDC in accordance with California Code of Regulations, Title 2, Section 1896.94. Any bidder proposing DVBE participation is advised to obtain and submit with their bid, a copy of the OSDC issued certification letter from the listed DVBE. If a copy of the DVBE's current certification letter is not included with the bidder's bid, the state will verify certification via the internet to facilitate contract award. Contract execution shall be contingent upon the successful bidder furnishing the DVBE's current certification letter upon signing and returning contract documents. NOTE: The state will not, under any circumstance, execute a contract that does not comply with this policy.

To qualify as a veteran with a "service connected disability," the person must be currently declared by the United States Veterans Administration, Department of Veterans Affairs, to be 10 percent or more disabled as a result of service in the armed forces. A business concern desiring information or certification should contact the OSDC at 707 Third Street, First Floor - Room 400, West Sacramento, CA 95605, telephone (916) 375-4941.

- B. Contractors are encouraged to submit a copy of the certification letter from OSDC for any DVBE company listed for participation.
- C. A joint venture may be counted as DVBE if at least 51 percent of the joint venture's management and control and earnings are held by disabled veterans.

## **IV. SUBSTITUTION OF PROPOSED DVBE**

- A. If awarded the contract, the DVBE subcontractors and/or suppliers proposed by bidder must be used unless prior written notice of substitution is provided to the state and the state approves such substitution. The notice must include, as a minimum, (1) a written explanation of the reason for the substitution; and (2) the identity of the person or firm substituted.

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- B. The request and the state's approval or disapproval is not to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.
  - C. Failure to adhere to at least the DVBE participation proposed by the successful bidder may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.
  - D. Requests for substitution are to be submitted to the awarding office of the Department of Parks and Recreation.

## **V. DEFINITIONS**

- A. Disabled Veteran: A veteran of the military, naval or air services of the United States with a service-connected disability who is a resident of the State of California.
- B. Disabled Veteran Business Enterprise: A business concern certified by the OSDC which is: (1) a sole proprietorship at least 51 percent owned by one or more disabled veterans, or a firm or partnership of which 51 percent of the stock or partnership interest is owned by one or more disabled veterans; (2) managed by, and the daily business operations are controlled by, one or more disabled veterans; and (3) a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.
- C. Focus Paper: The term "focus paper" means any publication that meets all the following criteria:
  - (1) Has an orientation relating to disabled veteran business enterprise(s);
  - (2) Is known and used by members of the disabled veteran business enterprise community;
  - (3) Offers articles, editorials (if any), and advertisements of business opportunities aimed at disabled veteran business enterprises; and,
  - (4) Is available within the geographic area for which the advertisement is placed and for which the services are to be performed.
- D. Trade Paper: The term "trade paper" means a publication that meets all of the following criteria:
  - (1) Has a business orientation relating to the trade or industry for which the advertisement is being placed;
  - (2) Is known and used by members of that trade or industry;
  - (3) Primarily offers articles, editorials (if any), and advertisements of business opportunities aimed at that trade or industry; and,
  - (4) Is available within the geographic area for which the advertisement is placed and for which the services are to be performed.

**ATTACHMENT C**

**DVBE COMPLIANCE  
CERTIFICATION AND DOCUMENTATION  
(DPR 856)**

**(SAMPLE)**

## DVBE COMPLIANCE CERTIFICATION AND DOCUMENTATION

(REFER TO ADDITIONAL INSTRUCTIONS TO BIDDERS)

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### IMPORTANT

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THIS DOCUMENTATION IS PART OF YOUR BID AND MUST BE COMPLETED IF BID AMOUNT IS OVER \$10,000. IF FURTHER SPACE IS REQUIRED TO COMPLETE THIS REPORT, ADDITIONAL SHEETS SHOWING THE REQUIRED INFORMATION, AS INDICATED, SHALL BE ATTACHED AND MADE A PART OF THE BID.

Bidder proposing to meet the contract goal for Disabled Veteran Business Enterprise participation is permitted to submit documentation for making a good faith effort to ensure against the possibility that the state will not agree that goal attainment has, in fact, been met.

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### INSTRUCTIONS

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#### **Part 1 - Summary of Disabled Veteran Business Enterprise Participation**

Bidder must complete this part, starting with itself and including all subcontractors and suppliers proposed for DVBE participation.

Any Bidder proposing DVBE participation is advised to obtain and submit with their bid, a copy of the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Certification (OSDC) issued certification letter from the listed DVBE. If a copy of the DVBE's current certification letter is not included with the bidder's bid, the state will verify certification via the internet to facilitate contract award. Contract execution shall be contingent upon the successful bidder furnishing the DVBE's current certification letter upon signing and returning contract documents.

NOTE: The state will not, under any circumstance, execute a contract that does not comply with this policy. ***SELF-CERTIFICATION OF DVBE WILL NOT BE ACCEPTED.***

#### **Part 2 - Documentation of Good Faith Effort**

Bidder must complete this part if, despite its best efforts, the bidder is unable to secure sufficient DVBE participation to meet the contract goal.

#### **Part 3 - Bidder's Certification**

Bidder must complete and sign this certification.

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**PART 1 — SUMMARY OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

*IMPORTANT: PART 1 MUST BE COMPLETED WHETHER THE CONTRACT GOAL  
OR GOOD FAITH EFFORT ALTERNATIVE IS CHOSEN.*

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**COMPLETION INSTRUCTIONS**

**COMPANY NAME:** List the name of subcontractor(s) and supplier(s) proposed for DVBE. If prime contractor is a DVBE, the name must be listed for participation.

**CONTRACTING WITH:** Show the name of the department or company with which the company listed is contracting.

**NATURE OF WORK:** Identify the proposed work (or materials or equipment) to be provided.

**TIER:** Bidder may count toward its participation goal the dollar value of work and supplies to be obtained by its primary subcontractors and suppliers from DVBE firms as second and third level tier subcontractors/suppliers. Contracting tier should be indicated with the following designations:

DVBE company listed for participation.

0 = Prime or Joint Contractor

1 = Primary Subcontractor or Supplier

2 = Subcontractor/Supplier of Level 1 Subcontractor/Supplier

3 = Subcontractor/Supplier of Level 2 Subcontractor/Supplier

**DOLLAR VALUE:** The dollar amount of the bid to be performed by the listed company's own forces.

**PERCENTAGE OF BID:** The percentage of the total bid amount the dollar value represents

**CERTIFICATION:** In order to claim DVBE participation credit, a certification letter issued by OSDC for each DVBE listed for participation must be furnished with the bidder's bid or upon the signing of contract documents. Check the appropriate column below if a copy of the OSDC issued certification letter is attached.

COMPANY NAME	CONTRACTING WITH	NATURE OF WORK	TIER	DOLLAR VALUE	% OF BID	CERT. LTR.

**The participation goal of not less than 3 percent for Disabled Veteran Business Enterprises (DVBE) has been achieved for this project?**

☐ Yes (Complete Part 3)

☐ No (Complete Parts 2 and 3)

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## PART 2 — DOCUMENTATION OF GOOD FAITH EFFORTS

NOTICE TO BIDDERS: TO ESTABLISH THAT A "GOOD FAITH EFFORT" WAS MADE, YOU MUST COMPLETE A. THROUGH E. OF THIS PART 2. WHEN IN DOUBT, CONTACT THE ORIGINATING OFFICE FOR CLARIFICATION.

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- A. Sections 1896.63 and 1896.92 of the California Code of Regulations require that the bidder **must** document that contact was made with the Department **and** with other state **and** federal agencies **and** local DVBE referral organizations.

1. Document **no less than** one contact with the Department of Parks and Recreation to identify potential DVBEs for participation in this contract.

<u>INDIVIDUAL CONTACTED</u>	<u>CONTACT DATE</u>	<u>TIME (if known)</u>	<u>PHONE NO.</u>
Tameka Smith			(916) 653-8674

2. Document contacts with **no less than** one other state agency, the Federal Department of Defense, and **no less than** one local DVBE referral organization to identify potential DVBEs for participation in this contract.

<u>NAME OF AGENCY/ORGANIZATION</u>	<u>CONTACT DATE</u>	<u>TIME (if known)</u>	<u>INDIVIDUAL CONTACTED</u>	<u>PHONE NO.</u>
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**State Agencies**

(Obtain DVBE Resource Packet from OSDC website, [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus), to ensure Good Faith Effort compliance.)

DGS Office of Small Business and  
DVBE Certification (OSDC)

[www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)

**Federal Agency:**

Federal Department of Defense,  
Central Contractor Registration

[www.ccr.gov](http://www.ccr.gov), "Dynamic  
Small Business Search" link N/A

**Local DVBE Organizations:**

(Listings available in DVBE Resource Packet on OSDC website, [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus).)

- B. Identify the nature of work (including materials and equipment) for which subbids were made available to DVBEs.



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- C. Bidder must advertise in **at least** one trade paper and **at least** one paper focusing on Disabled Veteran Business Enterprises. Attach copies of such advertisements, if available. Advertisements must appear in publications **no less than** seven (7) calendar days prior to bid opening date. Advertisements in **no less than** two separate publications is required. Some Trade/Focus papers are dual and satisfy both requirements (refer to DVBE Resource Packet). *NOTE: Only if the Department has specifically exempted this requirement in the Bid Documents or by addenda, prior to the submittal deadline, will bidder be relieved from this requirement.*

NAME OF PUBLICATION

DATE ADVERTISED

**Focus Paper:**

**Trade Paper:**

- D. List potential DVBEs you solicited (in person, by telephone, or written solicitation by FAX or mail) for participation in this contract. If no potential DVBEs were identified after advertising and all appropriate contacts were made with the Department, state, federal and DVBE referral organizations, bidder must clearly note this by marking the box below.

NAME OF DVBE

ADDRESS AND/OR PHONE NO.

NATURE OF WORK

DATE OF SOLICITATION

☐ **No potential DVBEs were identified after advertising and all appropriate contacts were made with the Department, state, federal and DVBE referral organizations.**

- E. Identify each DVBE contacted and the subsequent result of that contact. Provide copies of any written responses.

NAME OF DVBE

NATURE OF WORK

METHOD OF  
SOLICITATION

RESPONSE OF DVBE  
CONTACTED

### PART 3 - BIDDER'S CERTIFICATION

I hereby certify that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims against the state and Section 10115.10 of the Public Contract Code making it a crime for intentionally making an untrue statement in this certificate.

COMPANY NAME *(THE CONTRACTOR/BIDDER)*

SIGNATURE



TITLE *(BUSINESS OWNER/CHIEF EXECUTIVE OFFICER)*

DATE